

DEPARTMENT OF CONSERVATION – DIVISION OF RECYCLING

(Enter in the LCC Name)

5003-3XX

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GRANT AGREEMENT
Terms and Conditions

GENERAL PROVISIONS

1. Grant Authority and Term:

- A. This Grant Agreement (hereinafter "Agreement") is between the California Department of Conservation, Division of Recycling (hereinafter "Department"), and the (Enter in the Grantee Name) (hereinafter referred to as "Grantee"). Hereinafter, the Department and the Grantee collectively shall be referred to as "the Parties".
- B. The Parties mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public, that is authorized pursuant to Section 14581 (a)(3)(A) of the Public Resources Code (PRC). Any and all references herein to "DOR" shall also mean "Department." Any references to "contractor" herein, including references in this Agreement, in documents attached thereto, and/or in documents, statutes and regulations incorporated herein by reference, shall be deemed to be references to "Grantee."
- C. The signatories for this Agreement hereby certify that they are authorized to act on behalf of the Parties in approving this Agreement. If the Grantee is a non-profit entity, the signatory for the Grantee further certifies that the Board of Directors for the Grantee has endorsed Grantee's receipt of grant funds pursuant to this Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary at Exhibit A, Budget at Exhibit B, Implementation Schedule at Exhibit C, Grantee Certification of Compliance at Exhibit D and Monthly Funding Request Form at Exhibit E.

2. **Eligibility:** The Grantee must be certified by the California Conservation Corps (CCC) as eligible to receive Department funds during the entire grant term. Failure to meet the certification requirement at any point during the grant term may jeopardize continued grant funding.

3. **Grant Manager:** (Enter in the Grant Manager Name) is the Grant Manager and the Department's representative for this Agreement. (Enter in the Grantee Contact Name) is the Grantee's representative. The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Monthly Funding Request Forms and other documents delivered to the Department pursuant to this Agreement. The Grant Manager does not have the authority to control or direct specifically how the Grantee carries out activities authorized and funded pursuant to this Agreement, but must ensure that the Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. All official communication from the Grantee to the Division of Recycling (DOR) shall be directed to: (Enter in the Grant Manager Name), Department of Conservation, Division of Recycling, 801 K Street, MS 20-24, Sacramento, CA 95814-3533; phone: (916) XXX-XXXX; fax: (916) 322-8758; e-mail: (Enter in the GM's e-mail address).

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4. **Scope of Agreement:** The terms and conditions of this Agreement constitute and contain the entire Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement. The 2003/2004 Community Conservation Corps Guidelines and the Grantee's application submitted in response to the guidelines, are incorporated herein by reference. To the extent that any conflicts or inconsistencies exist between the terms and conditions of this Agreement, including the attached exhibits, and either the guidelines or the Grantee's proposal, the terms and conditions of this Agreement shall prevail and be controlling.
5. **Modifications-Changes:** Major changes to the Agreement, including revisions to the Grant Summary, Budget and Implementation Schedule may not require a formal amendment of the Agreement; however, the Grantee shall obtain written approval from the Grant Manager before making such changes.
6. **Subcontractors:**
 - A. The Grantee shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. All subcontractor(s) specifically identified in the Grant Summary are considered to be acceptable to the Department.
 - B. It is understood and agreed by the Parties that the Grantee and each subcontractor shall comprise the "Grantee team." The Grantee shall manage the performance of the project and shall manage the performance of the Grantee team.
 - C. In carrying out activities funded under this Agreement, the Grantee, its subcontractors and its employees shall exercise the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs incurred due to failure to meet the foregoing standards, or due to otherwise defective services that cause redundancy, shall be borne by the Grantee and not the Department.
7. **Ownership of Property and Equipment:** The Parties agree that the Department shall hold and retain throughout the term of this Agreement rights to and interest in personal property, including equipment, purchased with funds provided through this Agreement. In the event this Agreement is terminated before full performance and completion of all activities and work authorized in approved element authorizations and funded herein, the Grantee shall, within thirty (30) days of Grantee's receipt of a written demand from the Department, surrender possession of and any rights to all such property specified in the Department's written demand. After September 30, 2004, and upon the Department's determination that Grantee has complied with all terms and conditions of this Agreement and has completed all Grantee obligations reflected herein, the Department shall relinquish to the Grantee any and all rights to, and interests in, personal property, including equipment, purchased with funds provided through this Agreement.
8. **Stop Work Notice:** Immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under this Agreement.

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9. **Discretionary Termination:** Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary at Exhibit A and authorized for funding herein, a final payment will be made to the Grantee, if due, upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the Grantee to date of termination. Upon discretionary termination of this Agreement and upon receipt of a written demand from the Department, Grantee also shall relinquish to the Department possession and control of any property purchased pursuant to this Agreement.
10. **Disputes:** In the event of a dispute, the Grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Assistant Director for Recycling, Department of Conservation, 801 K Street, MS 18-58, Sacramento, CA 95814-3533. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director shall advise the Grantee of his or her findings and a recommended means of resolving the dispute.
11. **Publicity and Acknowledgment:**
- A. The Grantee agrees that it will acknowledge the California Department of Conservation's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. The Grantee shall also include in any publication resulting from work performed under this Agreement an acknowledgment substantially as follows, or other language approved by the Grant Manager:
- “The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation.”*
- B. The Grantee shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement.

Disclaimer

- “The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text.”*
- C. The Grantee shall, when possible, place the Department's website address and toll-free telephone number on printed educational and printed media materials relating to beverage container recycling for public distribution and use.
- D. The Grantee shall, when possible, use the Department's campaign theme on collection bins and promotional materials funded through this Agreement.

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- E. Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, the Grantee shall provide the Department with an opportunity to review any and all references to the Department or the programs and laws that it administers in such materials and publications.

12. **Copies of Data, Plans and Specifications:** The Grantee shall, at the request of the Department or as specifically directed in the Grant Summary at Exhibit A herein, provide the Department with copies of any data, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared under this Agreement.

The State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to any additional compensation.

13. **Site Visits:** The Department may conduct periodic site visits, at its own expense, to monitor progress during the grant term. Also, interim oral or written progress reports may be required to supplement the more formal status reports.

14. **Governing Law/Locus:** This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Agreement or performance thereunder, the locus is Sacramento, California.

15. **Insurance:** The Grantee shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

- A. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- B. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- C. Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of the execution of the grant.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

Self-insured entities must provide a copy of a Certificate of Consent to Self-Insure issued by the California Department of Industrial Relations.

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The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

16. Liability Indemnification and Waiver:

- A. Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee or its contractors, subcontractors, laborers, suppliers or employees in the performance of this Agreement.
- B. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement.

17. Assignment: The Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part without the written consent of the Department.

18. Grantee Independence/Not an Agent of the State: In the performance of this Agreement, Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as officers or employees or agents of the Department.

19. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

20. Timeliness: Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Implementation Schedule at Exhibit C. Grantee shall not incur costs pursuant to this Agreement after June 30, 2004, without prior written approval.

21. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by the Department. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to the Department.

22. Certification Clauses: The Grantee hereby certifies its compliance with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

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23. Breach of Conditions/Remedy for Default:

- A. In the event of Grantee's breach of any conditions or terms of this Agreement, the Department will give written notice to the Grantee, describing the breach. Notice shall be deemed given when deposited in the U.S. Post Office, postage prepaid, addressed to Grantee, or by personal delivery to Grantee's place of business. If Grantee does not, within thirty (30) days after the notice is given, (1) cure the breach described in the Department's notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.
- B. In the event of a default under this Agreement, the Department shall be entitled to all remedies available at law including, but not limited to, termination of the Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Agreement. Grantee may appeal such action by filing a dispute pursuant to Clause #10 above.

EXPENDITURE, PAYMENT AND RECORDKEEPING PROVISIONS

24. Allowable Costs and Documentation: To be allowable under this Agreement, costs must meet the following criteria:

- A. Be necessary and reasonable for the performance of the Agreement.
- B. Be determined in accordance with generally accepted accounting principles.
- C. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally, state, or locally funded program in either the current or prior period.
- D. Be adequately documented.

25. Reasonable Costs: A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- A. Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- B. The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations and the terms and conditions of the grant.
- C. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- D. Significant deviations from the established practices of the organization which that may unjustifiably increase the grant costs.

26. Competitive Bid Requirements: Before making purchases of \$500 or more for goods (including equipment) or services authorized in the Budget at Exhibit B, Grantee shall secure at least three competitive bids or price quotes. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon Grantee certification that due to the unique nature of the goods or services a sole

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source purchase is justified. Failure to comply with competitive bid requirements may result in the Department disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach pursuant to Clause #23 above.

27. **Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions:** Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant monies intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, Grantee shall ensure the proper expenditure of all grant monies for which reimbursement is sought pursuant to this Agreement.

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

28. **Record Keeping Requirements:** The Grantee shall establish and maintain internal controls over grant funds which are consistent with *Generally Accepted Accounting Principles (GAAP)*, *The Office of Management and Budget (OMB) Circular A-122 - Cost Principles for Non-Profit Corporations* and the *Audit Guide for Department of Conservation Grants to Community Conservation Corps*. These controls should be sufficient to meet standards identified in the *Community Conservation Corps Internal Control Checklist*. Such controls shall be documented in writing and be available for review at any time by the Department, including Department auditors and grant management staff. The subject matter of such records may include, but may not be limited to the following: vehicle and equipment inventory; use of grant-funded vehicles and equipment for other than grant-related purposes (e.g., personal use of grant-funded vehicles by employees of the Grantee or others); depreciation; cash receipt and disbursements methodology; indirect and direct cost allocation methodology; reasonableness of general and operating expenses; documentation of corps member hours worked; time spent on projects specific to DOC; receipt and expenditures of recycling-generated revenue including Shipping Reports (DR-6) and weight tickets; and activities requiring approval of the Grantee's Board of Directors.

29. **Audits:** The Grantee agrees that the State and its representatives, including, but not limited to, the Department, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the Grantee's records pertaining to this Agreement and to conduct reviews and/or audits related to this grant. Grantee shall, for the purpose of any such review or audit, retain and provide access to all records related to this Agreement including, but not necessarily limited to, those records specified in the Record Keeping Requirements in #28 above. Grantee shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout

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the Agreement term and for at least three years after the final payment is disbursed pursuant to this Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

The Board of Directors of the Grantee are required to provide an organization-wide audit on an annual basis that includes an audit of the funds granted under this Agreement. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America applicable to financial audits contained in the *Governmental Auditing Standards* issued by the Comptroller General of the United States.

30. **Payment:** Except as otherwise provided herein, allocations shall be made to the Grantee no more than once every thirty (30) calendar days, beginning in July, for costs authorized in the Budget at Exhibit B.

Payment will be made upon submittal of the Monthly Funding Request Form at Exhibit E that provides evidence of progress toward achievement of beverage container recycling program goals, as determined by the Grant Manager. Such evidence shall consist of written status reports and other documentation evidencing performance, as provided for in this Agreement. Final payment will be made upon receipt of the draft final report and reconciliation of actual costs incurred to the total grant award. **The Department will not reimburse costs incurred after June 30, 2004, without prior written approval.**

Only those items identified in the Budget at Exhibit B are eligible for reimbursement. Any change to the budget must be approved by the Grant Manager before an expenditure for that item is made. *Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.*

31. **Reimbursement Limited to Net Costs:** All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.
32. **Invoicing:** The Monthly Funding Request Form at Exhibit E shall be the invoice form. A Monthly Funding Request Form must be submitted by the fifth (5th) of each month with an original and two (2) additional copies and list the grant number and sequential invoice number. The Monthly Funding Request Form must contain a brief summary of activities performed from the previous month where reimbursement is requested.

A Monthly Funding Request Form must have an original signature and must be signed by the person who signed the Agreement or his/her designee. If there is a question as to the authority of the signer that cannot be resolved to the satisfaction of the State, the Monthly Funding Request Form will be returned to the Grantee unpaid.

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Each Monthly Funding Request Form is subject to approval by the Grant Manager and DOR Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If a Monthly Funding Request Form is questioned by the Department, the Grant Manager shall contact the Grantee within fifteen (15) working days of receipt of the invoice. Undisputed Monthly Funding Request Forms take approximately six (6) weeks for payment.

Mail an original and two (2) copies of the Monthly Funding Request Form to the address in Clause #3.

The final Monthly Funding Request Form shall be submitted no later than the termination date of this Agreement.

- 33. Advance Payments:** The Department may disburse up to twenty-five (25) percent of the total grant amount as a cash advance if the Department determines a cash advance to be essential for the effective implementation of the Grant Summary at Exhibit A pursuant to Government Code Section 11019. The Department reserves the right to conduct a limited review or audit of information or statements offered by the Grantee in support of the advance request. Advance payments require prior approval of the Department of Finance pursuant to Government Code Section 11019(a). A request for an advance payment must be submitted in writing to the Grant Manager and include all of the following:

- A. The circumstances that necessitate the advance.
- B. Proof of non-profit status.
- C. A cash flow analysis.
- D. The most recent financial statements.

Cash advances must be fully accounted for by the end of the grant term. After disbursing an advance, the Department will withhold equal portions of the advanced amount from invoices received from the Grantee for each of the months remaining in the grant term.

- 34. Travel:** Reimbursement of travel is not permitted unless expressly provided in the approved budget at Exhibit B. If provided in the Agreement, employees or subcontractors of the Grantee traveling from another State to the State of California or within the State of California, shall be reimbursed according to the prevailing rates for State of California employees. Travel outside the State of California will not be reimbursed without prior written authorization of the Grant Manager or unless otherwise expressly so provided in the terms of this Agreement.

- A. For travel necessary to the performance of this Agreement, the Grantee shall be reimbursed as follows:
 - 1. Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure.
 - 2. Travel by private or Grantee-owned automobile at \$0.34 per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.

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3. Travel by private car to and from the common carrier shall be reimbursed at \$0.34 per mile.
 4. Travel by rental car, if less expensive than taxi service, in accordance with receipts verifying expenditure. Grantee will note that insurance coverage is not reimbursable.
- B. Per diem rates apply to travel more than 50 miles away from the Grantee's headquarters and are reimbursable as follows:
1. Date and time of departure and return shall be indicated in order to establish appropriate per diem rates. Place where the travel originates and destination shall also be stated.
 2. For a full 24-hour period or for a shorter period immediately following a full 24-hour period, reimbursement may be made as follows with an accompanying receipt: lodging, actual lodging expense up to \$84 plus applicable taxes (up to \$110 plus applicable taxes in Los Angeles and San Diego Counties; up to \$140 plus applicable taxes in Alameda, San Francisco, San Mateo and Santa Clara Counties); breakfast, up to \$6; lunch, up to \$10; and dinner, up to \$18. Lodging is based on a standard, single-occupant room. Travel shall begin at or prior to 6 a.m. and terminate at or after 9 a.m. to qualify for breakfast reimbursement. Lunch may be claimed if travel begins at or prior to 11 a.m. and terminates at or after 2 p.m. Dinner may be claimed if travel begins at or prior to 4 p.m. and terminates at or after 7 p.m.
 3. Incidental expenses may be reimbursed without receipts up to \$6 per 24-hour period. Expenses exceeding \$6 shall be itemized with the receipts attached to the invoice. Incidental expenses include phone calls (must identify name and number called), toll charges and parking fees, reproduction, and postage.
 4. For travel consisting of a total of fewer than 24 hours, there is not reimbursement for lunch or incidentals; reimbursement for breakfast and dinner follows the above rules.

Travel expenditures not listed herein cannot be reimbursed.

35. **Documentation of Time Spent:** The Grantee shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, contractor or volunteer whose work in support of this Agreement is billed under the Agreement or used as match. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
36. **Reports:** The Grantee shall submit to the Grant Manager status reports and a final report. Reports shall include information required in the Summary at Exhibit A and shall be submitted on or before the dates specified in the Implementation Schedule at Exhibit C.

Failure to comply with the reporting requirements specified above shall constitute a breach of this Agreement and may result in the Department taking action pursuant to Clause #23 of this Agreement.

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Exhibit A
GRANT SUMMARY

1. **Parameters:** This Grant shall be conducted in accordance with the following:

A. The Grantee will (Enter in the Goal(s) stated in the proposal, delete this wording).

The Grantee will accomplish this by: (List the Projects below, delete this wording).

- 1.
- 2.
- 3.
- 4.
- 5.

B. The Grantee will determine the outcome achieved through the following data collection and evaluation method: (List the collection and evaluation methods below, delete this wording).

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

C. The Grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center or processor.

D. The Grantee will ensure, if applicable, that it and/or other site operators are certified or registered by the Department in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.

E. The Grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the status and final reports. A minimum of six months data is required before submitting the final report.

2. **Status Reports:** Status reports shall be submitted to the Grant Manager, as detailed in the Implementation Schedule at Exhibit C. Status reports must be adequate to show compliance with the Agreement, detail all tasks performed and all identified outcomes, and justify all expenditures requested for reimbursement. The Department reserves the right to require interim verbal or written progress reports to supplement the more formal status reports to ensure compliance with the Agreement and/or to support reimbursement of funds. Status reports shall be deemed to be submitted to the Department on the date of the postmark or the date received by the Department, whichever is earlier.

The first status report shall include, but is not limited to:

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- A. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
- B. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent status report shall include, but is not limited to:

- A. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
- B. If applicable, the volume of empty beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the California Refund Value (CRV) beverage containers.
- C. A discussion of all unanticipated problems or concerns and corrective actions taken.
- D. A statement of all data collection completed during the reporting period and findings to date.
- E. A description of all expenditures during the reporting period.
- F. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

3. **Final Report:** The Grantee shall submit a draft of the final report on or before the date listed in the Implementation Schedule at Exhibit C.

The Department shall draft review comments and transmit them to the Grantee within ten (10) calendar days of receipt of the draft version of the final report. After incorporation of Department requested revisions, the Grantee shall submit to the Grant Manager one (1) camera-ready copy plus one (1) copy of the final report no later than the termination date shown in the Implementation Schedule at Exhibit C.

This report shall include, but is not limited to:

- A. Cover Page with Disclaimer Statement
- B. Table of Contents
- C. Summary of the Project
 - 1. The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
 - 2. The baseline data collected prior to implementing the program.
 - 3. The methodology for ongoing data collection and evaluation.
- D. Total Cost of Program
 - 1. A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
 - 2. A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.

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3. A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.
4. A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.

E. Implementation

1. A schedule of actual dates of project accomplishments (milestones).
2. A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
3. A summary of special staffing needs.
4. A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
5. A statement of time elapsed before data was representative of a stable project.
6. A discussion of problems encountered and corrective actions taken.
7. A discussion of conditions unique to this project.

F. Tonnages and Revenues Generated (if applicable)

1. The volume of empty California Refund Value (CRV) beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
2. The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
3. The revenues received for the CRV beverage containers.
4. A description of how CRV revenues were expended.

G. Project Effectiveness

1. The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).
2. A comparison of the outcomes achieved to the goal established at the start of the project.
3. Statistical data to support the outcomes.
4. Volumes collected, if applicable, for at least six (6) months to one (1) year.
5. Reach and frequency for all promotional and/or educational components, if applicable.
6. Outside influences that may have affected the outcomes achieved.

H. Conclusions and Recommendations

1. Important findings and suggestions for improvement.
2. Tips or modifications needed for other entities to replicate project.

I. Project Sustainability

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1. A list and description of on-going expenses for this project.
 2. A discussion on how the on-going operational expenses will be funded after grant termination.
- J. Photographs, Articles, Promotional/Educational Materials
- K. List of Subcontractors

Grantee acknowledges and agrees that the Department shall not release final payment pursuant to this Agreement unless and until the Department has received from the Grantee a final report that complies with the above requirements and with other applicable requirements in this Agreement.

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Exhibit B
BUDGET

Personnel

	\$
Subtotal	\$

Equipment

	\$
Subtotal	\$

Operating Costs

	\$
Subtotal	\$

Grand Total	\$
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Implementation Schedule

C-1

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Exhibit D
GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of age, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated, there under (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

3. **Recycling Certification:** The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase recycling bins, paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.
4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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- B. Establish a Drug-Free Awareness Program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The persons or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the Agreement will:
1. Receive a copy of the company's drug-free workplace policy statement; and
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. **Labor Code/Workers Compensation:** Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700).
6. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
7. **Resolution of Support:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.
8. **Air or Water Pollution Violation:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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9. **Compliance with Other Laws, Including CEQA:** The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the Agreement.
10. **Use of State Funds to Assist, Promote or Deter Union Organizing:** Grantee shall not use state funds, including Grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.
11. **Payee Data Record Form (Std. 204):** This form must be completed by all contractors and Grantees that are not another state agency or governmental entity.

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Exhibit E

Monthly Funding Request Form			
DATE:		FUNDING FISCAL YEAR:	
		2003/2004	
GRANT NUMBER:		GRANTEE NAME:	
5003-3			
AMOUNT AWARDED:	AMOUNT ADVANCED:	DATE OF ADVANCE:	
\$	\$	N/A	
REQUEST NO.:	FOR MONTH OF:	MONTHLY ALLOCATION:	
#		\$	
ADVANCE REPAYMENT AMOUNT:	AMOUNT REQUESTED THIS INVOICE:	AMOUNT TO BE PAID:	
\$	\$	\$	
BALANCE:			
\$			
<p align="center"><u>SUMMARY OF ACTIVITY PERFORMANCE AND/OR DIFFICULTIES:</u></p>			
<p><u>Certification:</u> <i>I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the grant agreement.</i></p>			
Authorization			
Executive Director (signature) or Authorized Designee	Date	Grant Manager	Date
Printed Name	Section Supervisor		Date